



The Jolly Trolley Contract Terms

404 Cedarhurst Rd

Greenville, NC 27834

305-298-5591

greenvillejollytrolley@gmail.com

Page 1 of 2

Cost Information – Hourly Rate \$175.00 for first four hours. \$150 per hour for any bookings more than 4 hours booked.

Advance deposit of two hours minimum is required to reserve the Trolley unless there is less than 2 hours booked wherein the deposit will be the full billed amount required to reserve the trolley.

Deposit must be received in order to reserve the time requested for the Trolley.

Until payment is received, the initial contact gives the renter the *right of first refusal*. Upon an inquiry of the renter's date from another renter we will contact the first renter to inform them that another renter is requesting the same date. When contacted, the renter must make the deposit within 24 hours or they will forfeit the date requested.

Billable Hours - commence at the contracted start time on-site and end when the trolley is released from the site. If the event site is more than 20 miles from the trolley garage (Greenville, NC) one extra hour there and back will be charged as part of the minimum deposit, to equal a total of 4 hours minimum deposit.

Note: for every hour "*Trolley Drive Time*" to the event start point and back to start point, is a billable hour each way. Trolley Drive Time is defined as every 40 miles. If the start site is less than 40 but above 20 miles, one hour each way is billable.

Charges and rates remain the same if the event is split into two different times on the same day. Example if the trolley stays on-site the hourly rate applies.

- **Food on Board** – requires a \$50 cleaning fee added to the invoice. This may be waived at discretion of the owner if reasonable efforts are made by the party to keep the trolley clean.

Invoicing - upon event completion an invoice for the remaining balance will be sent. Terms are net 14 days, and invoices are sent via email unless other arrangements are made at the time of booking. One hour of billing is added to the invoice total for each 10 days of non-payment. In the event of a returned check the renter assumes all cost incurred by us for the returned check, original invoice amount, and late fees described here.

Refund Policy – if cancellation of booking occurs less than 7 days to rental the deposit is not refundable. 8 days to 30 days up to \$175 of deposit refunded, over 30 days notice of cancelation, total deposit refunded.

Damages – cost(s) of repair(s) to the trolley caused by you or your guest is your responsibility howsoever caused. Additionally, in the event one of the renters or guests



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Page 2 of 2

soils the trolley with body excretions there is a \$200 cleaning fee.

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Lost Property – The Jolly Trolley takes every reasonable effort to keep you and your guests and your property safe and secure. We cannot however, under any circumstances take responsibility for property lost or left unattended in the trolley(s). Please make sure you remove all personal property whenever you are dropped off, including interim drop(s). In the event any property is found by us upon return to the garage we will immediately contact the renter and secure the property for your retrieval.

Breakdowns / Accidents – the Jolly Trolley makes every effort to maintain its fleet in good operating condition to ensure the best and most reliable experience we know how. Should a mechanical failure or accident occur prior to an event a full refund of all monies paid will be made regardless of timing. We cannot be responsible for the impact that those unforeseen event(s) might then or thereafter have. Should a breakdown or accident occur during an event, a prorated portion of the event not completed will be deducted from invoicing.

Conduct – the Jolly Trolley may terminate the rental agreement at any time, especially if the renter and/or guest's conduct becomes abusive, disorderly, or illegal with forfeiture of any and all fees due.

Authorization and Agreement

In consideration of the use of The Jolly Trolley allowing the undersigned to utilize the Trolley, we hereby assume all risk and liability relating to the Greenville Jolly Trolley and agree to hold harmless and indemnify the Greenville Jolly Trolley, LLC from all liability or responsibility whatever for injury (including death) to persons and take responsibility for any damage to any The Jolley Trolley property or to the property of others arising out of or resulting from utilization of The Jolly Trolley.

The undersigned does hereby remise, release and forever discharge The Jolley Trolley and all employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from utilization of The Jolly Trolley and it's equipment.

The Jolly Trolley shall not be held responsible for any injuries incurred while onboard The Jolly Trolley throughout the duration of the rental. Renter waives any and all claims against The Jolly Trolley in respect of personal injury, damage, inconvenience, delay or any other matter arising from or incidental to a breakdown of or any involving the trolley.

COVID 19 WAIVER: AS A RESULT OF BOOKING THE TROLLEY, I, THE UNDERSIGNED UNDERSTAND AND AGREE THAT THERE IS AN INHERENT RISK OF COMMUNITY SPREAD OF COVID-19. GREENVILLE JOLLY TROLLEY CANNOT BE HELD LIABLE FOR ANY INJURY, DEATH OR PERMANENT DISABILITY THAT COULD RESULT FROM THE CONTRACTION OF COVID-19 DURING THE USE OF THE TROLLEY.

I have reviewed Greenville Jolly Trolley's Rental Contract and agree with the entire contents:

(Client Signature Acceptance)

(Date)